

**Kimberly A. Klock**  
Senior Counsel

**PPL**  
Two North Ninth Street  
Allentown, PA 18101-1179  
Tel. 610.774.5696 Fax 610.774.6726  
KKlock@pplweb.com



**E-File**

January 5, 2017

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor North  
P.O. Box 3265  
Harrisburg, PA 17120-3265

**Re: PPL Electric Utilities Corporation Agreement;  
Borough of Jessup,  
Jessup, Lackawanna County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement between PPL Electric and the Borough of Jessup located in Jessup, Lackawanna County, Pennsylvania. This agreement is being filed pursuant to 66 Pa. C.S.A. § 507.

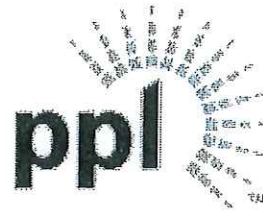
Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on January 5, 2017, which is the date it was filed electronically using the Commission's E-filing system.

If you have any questions please do not hesitate to contact me.

Respectfully submitted,

Kimberly A. Klock

Enclosure



Prepared by: PPL Electric Utilities Corporation

Return to: PPL Electric Utilities Corporation  
600 Larch Street  
Scranton, PA 18509  
Attn: Michael Biviano

PARCEL ID #: 11511070001

### AGREEMENT

THIS AGREEMENT is made this 7th day of November, 2016, (the "Effective Date") between PPL ELECTRIC UTILITIES CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an address of 2 N. 9<sup>th</sup> Street, Allentown, Pennsylvania 18101, hereinafter called "PPL," and Borough of Jessup, having an address of 395 Lane Street, Jessup, PA 18434, hereinafter called "Owner."

### WITNESSETH

WHEREAS, Owner is the owner of certain property located in the Borough of Jessup, Lackawanna County, Pennsylvania, identified as Tax Parcel ID Number 11511070001, said property being more fully described in a deed dated 09/10/1975 and recorded in the Recorder of Deeds Office in and for Lackawanna County at Deed Book 862, Page 367 (the "Property"); and

WHEREAS, PPL has an existing public utility easement (the "PPL ROW") upon, across, over, under, along and within Owner's Property pursuant to a Grant of Public Utility Easement recorded in the Recorder of Deeds Office in and for Lackawanna County at Book 565, Page 7; and

WHEREAS, Owner has requested PPL to install a gate and PPL is willing to install a "Gate" within the PPL ROW at the location shown on the plan attached hereto as Exhibit "A" and made a part hereof (the "Plan").

NOW, THEREFORE, the parties, intending to be legally bound hereby, and in consideration of the promises contained herein PPL hereby grants ownership of the gate to Owner, under and subject to the following reservations, restrictions and conditions:

1. PPL shall install the Gate at PPL's expense. PPL will grant ownership to Owner. Owner agrees to maintain, repair and replace the Gate if damaged at its sole cost and expense, and PPL shall be relieved of all responsibility for the maintenance, repair and replacement of the Gate.
2. This Agreement does not in any way reduce or limit PPL's rights and privileges under the PPL ROW.
3. PPL will place a PPL-owned lock on the Gate and Owner may provide a second lock at Owner's expense. Owner is not permitted to lock the Gate in such a fashion that would prevent PPL from accessing its facilities.
4. Owner hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, its officers, directors, employees and agents, from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, caused by, resulting from, or in any way related to installation of the Gate, including but not limited to indemnification against third- party claims or claims by employees or agents of Owner.
5. If the Gate is damaged, the damage shall be reported immediately to PPL and Owner shall be responsible for repairing or replacing the Gate at Owner's expense within thirty (30) days of discovering the damage to the Gate.
6. This Agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.
7. This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.
8. If any part or provision of this Agreement shall be determined to be invalid by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.
9. This Agreement has been duly authorized by all required corporate or other necessary action of both parties and, upon execution hereof, shall constitute a valid and binding obligation of both parties, enforceable in accordance with its terms.
10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any and all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein for a Gate.
11. This Agreement is between a public utility and a municipal corporation and is therefore subject to Pennsylvania Public Utility Commission ("PUC") review pursuant to 66 Pa.C.S.A § 507. The Effective Date of this Agreement shall be the later of i) thirty (30) days from the date that PPL submits the Agreement to the PUC; or ii) if the PUC opens an investigation of the Agreement, on the date the PUC approves the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

WITNESS:





\_\_\_\_\_

BY:

PPL ELECTRIC UTILITIES CORPORATION



Colleen Kester  
Manager of Siting, Permits, Right of Way & Real Estate

Signature: 

Name: Borough of Jessup

Title: President of Council

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Lehigh §:

On this 19 day of December, 2016 before me, the undersigned officer personally appeared COLLEEN KESTER who acknowledged herself to be the Manager of Siting, Permits, Right of Way & Real Estate, of PPL Electric Utilities Corporation a corporation, and that she as such Manager of Siting, Permits, Right of Way & Real Estate being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Manager of Siting, Permits, Right of Way & Real Estate.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Austin Kent Weseloh  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Austin Kent Weseloh, Notary Public  
City of Allentown, Lehigh County  
My Commission Expires March 8, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Lackawanna §:

On this 7<sup>th</sup> day of November 2016 before me, personally appeared Randy Santarelli, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Nadine Matechak  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Nadine Matechak, Notary Public  
Blakely Boro, Lackawanna County  
My Commission Expires April 23, 2017

